

**La Costa Resort
Carlsbad, California**

Technology Pavilion Hours

Monday, September 17
Set Up: 12:00 pm - 8:00 pm

Tuesday, September 18
8:00 am - 9:00 am
12:00 pm - 8:00 pm
5:00 pm - 8:00 pm
(Reception in the Pavilion)

Wednesday, September 19
8:00 am - 1:30 pm
3:00 pm - 6:00 pm

Dismantle: 6:00 pm - 11:00 pm

For more information on sponsorship opportunities, please contact Cathy Hyden at chyden@opsware.com or 719-488-6531.

- OPSWorld Attendee Titles:
- CXO and General Managers
 - Senior IT and Operations Executives (Director, VP, SVP, CIO)
 - Mid Level IT Executives
 - Technical Architect
 - Program Manager
 - Technical Analyst

Sponsorship and Exhibit Opportunities

The Technology Pavilion is the dynamic, central hub of OPSWorld, with improved traffic patterns and the best opportunity for the attendees to view demonstrations of cutting-edge products that ease IT systems management and advance data center automation and virtualization.



Why Exhibit at OPSWorld 2007?

OPSWorld brings together hundreds of IT professionals and thought leaders for 3 days of insight, education, and networking. Our annual event is your opportunity to get in front of people who make and influence IT purchasing decisions. This year provides a better location for all exhibitors, and new a la carte options for sponsoring events, and the conference guide.

Sponsor OPSWorld 2007:

Our sponsorship packages offer a mix of branding and advertising opportunities. Optional a la carte sponsorships and exhibit space give you a chance to increase your mind share and visibility to the OPSWorld attendees.

OPSWorld is the best forum for you to showcase and convey the benefits of your company to a wide range of companies and IT professionals. A presence in the Technology Pavilion is your opportunity to raise awareness of your solutions and capture the attention of companies from around the world.

Sponsorship Packages

	Platinum	Gold
Company description on the web site	100 Words	50 Words
Logo on the web site	X	X
10 x 10 exhibit space	X	X
Lead retrieval machine	X	X
1 internet and 5amp power drop each in booth	X	X
Full conference pass, up to a \$695 value each!	3	2
Exhibitor passes, a \$150 value each	4	3
Participation in the Passport Program	X	X
Inclusion in email blast reminders	X	X
Logo on conference bags	X	
Full page advertisement in conference guide	X	
1 of 6 spots on the front page banner ads	X	
Access to full attendees list	X	
Inclusion in the program press releases	X	
Half page advertisement in conference guide		X
1 of 10 spots on the front page banner ads		X
Access to an attendee list for a 1 time approved email		X
If a member of the TAP program	- \$500	-\$300
Price	\$7,500	\$5,000
Early-bird pricing	\$6,000	\$4,000

Secure Your Sponsorship Now and Save!

Key sponsorships go fast! General sale of all packages will begin July 1, 2007. Reserve your sponsorship early, as applications will be processed in the order received. There is a limited number of each sponsorship, so act quickly to secure the best position!

Sign up before July 31, 2007 and receive the early bird discount.

Don't miss the opportunity to network with peers, generate new business relationships and increase your company's awareness. Join us and see why an OPSWorld sponsorship is one of the best marketing investments you will make all year.

"A la carte" sponsorship opportunities

EXHIBITOR SPONSOR

\$3000

A 10x10 booth with the basics. Power, lead retrieval machine, 2 exhibitor passes, and one full conference pass.

PARTNER PASSPORT PROGRAM

\$500 (additional for exhibitor sponsorship)

As part of the passport program, attendees require your stamp to fill their passport. A full passport allows attendees to enter a raffle for valuable prizes. People who enter the passport program's contact information is provided to you shortly after the show.

BREAK/BREAKFAST SPONSOR

\$1000 (6 available)

Have your company associated with the first bite people have at the event, or connect your name with everyone's caffeine break!

TECH PAVILION EVENT SPONSOR

\$2500 (2 available)

During the Tuesday evening pavilion hours, host a bar in your booth. Price includes a tasting set up, and bartender and branding of the event during the event and in the conference guide. A guarantee for great booth traffic!

WEDNESDAY PARTY SPONSOR

\$2500 (2 available)

Sponsor and man an activity at the Wednesday night bash! Recognition at the party, and in the conference guide.

OTHER SPONSORSHIPS

Program Guide Advertisements

Full Page - **\$1500**

Half Page - **\$800**

Conference Bag Insertion - **\$500**

Additional Booth Space - **\$2500**

Sponsorship/Exhibitor Application

Sponsor/Exhibitor hereby purchases the sponsorship opportunities described herein subject to the Terms and Conditions set forth below and attached hereto.

Company Name: _____
 (as is should appear in conference materials)
 Contact Name: _____ Title: _____
 Address: _____
 E-mail Address: _____
 City: State/Province: _____
 Zip/Postal Code: _____ Country: _____
 Telephone Number: _____ Fax: _____

I would like to participate in the following sponsorship opportunities:
 All prices in U.S. Dollars

OPPORTUNITY	EARLY BIRD DISCOUNT	STANDARD FEE	TOTAL DUE
PLATINUM SPONSOR	\$6,000	\$7,500	
GOLD SPONSOR	\$4,000	\$5,000	
STANDARD EXHIBITOR	\$3,000	\$3,000	
PASSPORT PROGRAM	\$500	\$500	
SPECIFY "A LA CARTE"			

Early Bird discount expires July 31, 2007.

PAYMENT METHOD

Total Amount Due: U.S. \$ _____
 Check Enclosed (please make payable to Opsware Inc.) Credit Card
 Visa MasterCard America Express Diners Club
 Signature of card holder: _____
 Name as it appears on credit card: _____
 Credit card #: _____ Expiration Date: _____
 Credit card billing address: _____

AUTHORIZATION

The individual signing this Agreement expressly represents and warrants that, by signing below s/he is duly authorized to bind Sponsor/Exhibitor Company to the terms and conditions contained herein, in the attached OPSWorld 2006 Sponsorship Terms and Conditions. The undersigned acknowledges that s/he has read and accepts the terms and conditions set forth herein, in the attached Terms and Conditions.

Authorized Company Signature: _____ Date: _____
 Print Name: _____ Title: _____

Notes (Opsware Use Only)

Do not write in this space
 Upon Acceptance of this application by a duly authorized representative of Opsware Inc., this document becomes a binding agreement between Opsware and Sponsor/Exhibitor subject to the Terms and Conditions set forth herein.

Accepted for Opsware, Inc.
 By: _____
 Date Signed: _____
 Method of Payment: _____

PAYMENT TERMS

Full payment is required upon return of this document to Opsware, Inc. as provided below, which shall be no later than August 15, 2007.

Failure to make payment by the applicable due date may result in cancellation, at Opsware's option, of the sponsorship reservation. Terms of cancellation are provided in the attached Terms and Conditions. Acceptance of Sponsor/Exhibitor is within the sole and absolute discretion of Opsware.

Please send 2 signed copies of this document and payment in U.S. funds to:

Opsware Inc.
 599 N. Mathilda Ave.
 Sunnyvale, CA 94085
 Attn: Erin Nakano
 Fax: (408) 744-7383

For more information on sponsorship opportunities, please contact Cathy Hyden at chyden@opsware.com or 719-488-6531.

1. Defined Terms: "Agreement" shall mean the OPSWorld 2007 Sponsor/ Exhibitor Agreement, which is comprised of the OP-SWorld 2007 Sponsor/Exhibitor Application and the Sponsorship/Exhibit Terms and Conditions set forth herein, "Opware" shall mean Opware Incorporated, its officers, directors, employees, contractors, agents, affiliates, representatives and assigns. "Company" shall mean the sponsoring and/or exhibiting company or person or any of its officers, directors shareholders, employees, contractors, agents, or representatives that have applied for sponsorship or exhibit space opportunities and agreed to enter into this Agreement. "Event" shall mean OP-SWorld 2007.

2. Agreement: This is an agreement for sponsorship opportunities and/or exhibit space at the OPSWorld 2007 (Event). These Sponsorship/Exhibit Terms and Conditions should be read before signing the Application agreement. By signing the Application agreement Company agrees to be bound by the terms herein. This Agreement shall become effective when it is signed by a representative of the Company and countersigned by a duly authorized representative of Opware. Agreements will only be accepted upon receipt of the requisite payment. Acceptance of the Agreement is within the sole and absolute discretion of Opware.

3. Event: The Event will be held at The La Costa Resort in Carlsbad, CA on September 18-20, 2007. The Event is managed and operated by Opware. Opware reserves the right to remove or disallow, at Company's cost, any merchandise, display or demonstration that Opware deems competitive or unacceptable.

4. Payment Terms. Full payment is due and payable to Opware upon the return of the signed Agreement which shall be no later than August 15, 2007. Failure to make payment by the applicable due date may result in cancellation, at Opware's option, of the sponsorship or exhibit space reservation. All fees are in US dollars and are inclusive of any applicable taxes. Company will only be permitted to participate in the Event once contracted sponsorship fees are paid in full.

5. Exhibit Install and Dismantle: Installation Period Company must install exhibit on Monday, September 17, 2007 between 12:00pm and 8:00pm local time.

Dismantling period Company must dismantle exhibit on Thursday, September 20 between 6:00pm and 11:00pm local time.

Failure of Company to complete installation by 8:00pm on September 17, 2007 may result in Opware reallocating space to another exhibitor or using the space otherwise, as deemed appropriate by Opware. Installation and dismantling hours are subject to change; Opware shall notify Companies of such change in writing.

6. Cancellation or Change of Event by Opware: In the event that Opware, for any

reason and in its sole discretion, cancels the Event or changes any of the dates for the Event, Opware shall notify Company as far in advance as possible of such change or cancellation. If, as a result of such cancellation or change, Company is unable to attend the Event, Opware agrees to refund all deposits previously paid by Company for the Event. Notwithstanding the foregoing, should the Event be canceled due to circumstances beyond the control of Opware (including, but not limited to, acts of God, governmental orders, acts of war, acts of terrorism, labor strikes, epidemics or unavailability of Event facility), the refund of fees shall be a proportionate share of the balance of the aggregate sponsorship and/or exhibit fees received which remain after deducting expenses incurred by Opware and reasonable compensation to Opware. In no case shall the amount refunded to the Company exceed the amount of sponsorship or exhibit fees paid. Company shall not have a right to an accounting, review or audit of the financial records of Opware. Any Company who cancels this Agreement prior to any cancellation or change of Event by Opware will not be entitled to any refunds paid pursuant to this section. Company specifically waives any claim for compensation or damages relating to such cancellation or change by Opware. This section will survive the termination of this Agreement and the foregoing constitutes the full and final obligations and liabilities of Opware in the event of a cancellations or change as described in this section.

7. Cancellation by Company: In the event that Company cancels its participation in the Event for any reason on or before August 1, 2007, Company is liable for a cancellation fee valued at 50% of total contracted sponsorship and/or exhibit fees, and any funds paid by Company in excess of this amount will be refunded. In the event Company cancels its participation after August 1, 2007, Company is liable for a cancellation fee valued at 100% of total contracted sponsorship and/or exhibit fees. Cancellations must be made by written notice to Opware, delivered in accordance with the Notice section hereunder and are effective as of the date the cancellation notice is received by Opware. The parties agree that the cancellation fee is a bona fide provision for liquidated and agreed upon damages and not a penalty. The parties understand that Company's withdrawal from participation will cause Opware to sustain substantial damages, including lost income, lost opportunities and damage to public perception, which will be difficult if not impossible to ascertain, and therefore the parties agree that the cancellation fees are a valid pre-estimate of these damages. The cancellation date of August 1, 2007 shall apply regardless of the date this Agreement is signed. No refunds will be made for cancellations received after August 1, 2007. Cancellation fee is due and payable at the time of cancellation and shall accompany the cancellation notice. Opware assumes no liability for having included the name of cancelled Company or its products or services in any marketing materials related to the Event. 8. Termination for breach: In the

event that Company fails to make required payments as described in the Agreement or fails to perform its obligations in accordance with the Agreement, Opware may terminate Company's participation in the Event without notice and without obligation to refund payments made previously.

9. Subletting of Exhibit Space Prohibited: Company is prohibited from subletting any portion of its exhibit space to another company or person.

10. Assumption of Risk; Company Property; Releases: Company expressly assumes all risk associated with, resulting from or arising in connection with Company's participation or presence at the Event, including without limitation, all risks of theft, loss, harm or injury to the person, property, business or profits of Company, whether caused by negligence, intentional acts, acts of God or otherwise. Company is solely responsible for its own property, including demonstration materials and products, and should insure its property from loss or damage from any cause whatsoever. Company is solely responsible and liable for any subrogation claims by its insurer. It is understood that all property of Company is in its care, custody and control in transit to or from or within the confines of the Event facility. Opware shall bear no responsibility for the safety of the Company, its personnel, employees, agents or representatives, or its property. The Company hereby releases Opware from any claim and covenants not to sue Opware, for any reason whatsoever in relation to the loss, theft, damage or destruction of goods; or any injury, to itself, its employees, agents or representatives; nor for any damage to its business or personal property. Company hereby agrees to protect, indemnify, defend and save Opware harmless against all claims, losses and damages to persons or tangible property, charges or fines which may be assessed or levied, and attorney fees, including but not limited to subrogation claims by anyone having a contract of insurance with Company, which might result from or arise out of Company's installation, removal, maintenance, occupancy or use of the premises or part thereof, excluding any liability caused by the sole negligence of the property operators.

11. Insurance: Company shall at all times during the term of this Agreement, at its sole expense, maintain the following insurance coverage with an insurer(s) with an A.M. Best rating of A- VII or better (all values are quoted in US dollars): (a) Commercial General Liability coverage naming Opware Inc., its subsidiaries and its employees as an additional insured but only in respect to the operations of Company during the Event, and including coverage for Bodily Injury, Broad Form Property Damage, Blanket Contractual Liability, Products/ Completed Operations, Personal Injury and Advertising Liability and with the following minimum limits: \$2,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate; (b) Non-owned Business Automobile Liability coverage with a limit of \$2,000,000 per accident; (c) if applicable,

Owned Automobile Liability coverage with a combined single limit of \$1,000,000 per accident for bodily injury and property damage; (d) Workers Compensation coverage in accordance with statutory regulations; and (e) Employer's Liability coverage with limit of \$1,000,000 per accident. Insurance limits may be maintained using a combination of primary and excess policies. Upon execution of this Agreement, Company will provide Opware with a certificate of insurance upon request.

12. Taxes and Licenses: Company shall be solely responsible for obtaining any licenses, permits of approvals under applicable laws in relation to its activities at the Event.

13. Observance of Laws: Company shall abide by and observe all federal, state and local laws, codes, rules and regulations relating to its participation in the Event and at the Event facility.

14. Photography; Media: Company shall not take photographs without the written authorization of Opware. Company agrees that Opware may take photographs of Company's exhibit and exhibit personnel during the duration of the Event for any promotional use by Opware. Company further agrees that Opware has the right to film, record, use names, quotes, likenesses or voice relating to the Event and may distribute, publish, transmit, print, display or otherwise use such materials worldwide in any media whatsoever, in whole or in part for any commercial purposes of Opware.

15. Trademarks, Logos: Company hereby grants to Opware a non-exclusive, worldwide license to use, copy and distribute its trademarks, logos or marketing materials in association with the operation, advertising and promotion of the Event.

16. Notice: Any notice required to be given by Company to Opware in accordance with the provisions of this Agreement must be in writing and delivered personally or faxed directly to Events Specialist, Opware Inc. Facsimile: (408) 744-7383, or delivered by email to enakano@opware.com with copy to Opware Legal department.

17. Assignment: This Agreement and the rights granted hereunder shall not be assigned, encumbered or otherwise transferred, by operation of law or otherwise, by Company without the prior written consent of Opware.

18. Entire Agreement; Amendments: This Agreement constitutes the entire agreement between the parties. Any amendment to the Agreement may only be made by written agreement signed by duly authorized representatives of both parties.